CONTRACTS IN RESTRAINT OF TRADE. — The case of *Thorsten Nordenfelt* v. *The Maxim Nordenfelt Co.* (1894, Ap. Cas. 535) comes in happy seasons to clear up the subject of contracts in restraint of trade, which the course of recent judicial opinion in England had left in a rather dubious condition. In *Rousillon* v. *Rousillon* (1880, 14 Ch. D. 351), Fry, J., said: "It is urged that over and above the rule that the contract shall be reasonable, there exists another rule, namely, that the contract shall be limited as to space. . . . I adhere to those authorities which refuse to recognize this latter rule." In *Davies* v. *Davies* (1887, 36 Ch. D. 359), the court went out of their way to discuss this point, though not involved in the decision of the case. Cotton, L. J., said the rule was that "if a covenant is in any way limited, either sufficiently as regards space, or sufficiently as regards time, then it will not be considered as an absolute restraint of trade, and then the question as to whether the limit is reasonable will come into consideration." But "the law does not allow an absolute covenant to give up trade." Fry, L. J., however, stuck to his old view, while Bowen, L. J., did not express a decided opinion either way. In *Badische Anilin und Soda Fabrik* v. *Schott, Segner, & Co.* (1892, 3 Ch. D. 447), the court showed its strong approval of the view advanced by Cotton, L. J., in *Davies* v. *Davies*.

In *Nordenfelt* v. *Nordenfelt Co.*, however, although the only point involved was whether a covenant not to engage in a certain occupation for twenty-five years was good, the Lords not only decided that it was, but also asserted that the only test was reasonableness, — *i. e.*, that the covenant should not exceed what the protection of the covenantee required. Lord Herschell says (p. 548): "I think that a covenant . . . must be valid where the full benefit of the purchase cannot be otherwise secured to the purchaser." Lord Ashbourne remarks (p. 558): "I do not regard the distinctions of any practical importance, because, as in the present case, the inquiry as to the validity of all covenants in restraint of trade must now ultimately turn upon whether they are reasonable, and whether they exceed what is necessary for the fair protection of the covenantees." This sentiment appears to have been that of most of the Lords, and may now, it would seem, be regarded as the settled law of England.

SELF-DEFENCE. — *State* v. *Evans*, 28 S. W. R. 8 (Mo.), decides that one whose life has been threatened may arm himself and knowingly go into the vicinity of the threatening party; and that the mere fact that he does so in the expectation of being attacked will not deprive him of the right to take life in self-defence.

The decision seems a sound one. A man may surely go where legitimate business calls him, although he knows he is likely to be molested. The court says, however: "The fact that defendant expected an attack did not abate one jot or tittle his right to arm himself in his own proper defence, nor to go where he would, after thus arming himself." Might not the right to go where his enemy was, in such a case, be made dependent on whether some legitimate business called him there? It is said that the right to take life in self-defence is founded on necessity (Foster, C. L. 273). Is there any real necessity when the threatened party seeks out his enemy for the mere purpose of provoking by his presence an execution of the threat? The principle that a conflict for blood should, if possible, be avoided seems a humane and safe one, and